

# **EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

STEVEN G. MILLETT,

MELODY, J. MILLETT,

On Behalf of themselves

And all others similarly situated,

Plaintiffs,

vs.

No. 05-599-SLR

TRUELINK, INC.,

A Trans Union Company,

Defendant.

VOLUME I

DEPOSITION OF MELODY J. MILLETT, a  
Plaintiff, taken on behalf of the Defendant  
before Nissa M. Sharp, CSR, CCR #528, pursuant  
to Notice on the 3rd of May, 2007, at the  
offices of CLOON LAW FIRM, One Hallbrook Place,  
11150 Overbrook Road, Suite 350, Leawood,  
Kansas.

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APPEARANCES

Appearing for the Plaintiffs was MS. B. JOYCE YEAGER of YEAGER LAW FIRM, LLC, City Center Square, 26th Floor, 1100 Main Street, Kansas City, Missouri 64105.

Also appearing for the Plaintiffs was MR. BRYSON R. CLOON of CLOON LAW FIRM, One Hallbrook Place, 11150 Overbrook Road, Suite 350, Leawood, Kansas 66211.

Appearing for the Defendant were MR. MICHAEL O'NEIL and MS. HEATHER SCHUMAN of DLA PIPER US, LLP, 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601-1293.

Also present was Leda Gipson of MCR VIDEO.

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MELODY J. MILLETT

Examination by Mr. O'Neil

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1       conduct an identity theft investigation.

2           Q.     And who did you retain at that point?

3           A.     That was when we retained Adler in  
4       2003, and that wasn't until March I believe.

5           Q.     And how much did you pay Mr. Adler for  
6       his services?

7           A.     I believe it was approximately \$2,000.

8           Q.     And what did Mr. Adler do for you?

9           A.     Mr. Adler was specifically retained to  
10       write letters to the credit bureaus, Bank of  
11       America and Ford Motor Credit so that they would  
12       appear to come from the law offices of. Because  
13       I was not getting any response out of any of the  
14       three credit bureaus, Ford Motor or Bank of  
15       America, on our identity theft issues. And I  
16       felt that at this point in time I needed to  
17       start documenting the fact that no one would  
18       help me and no one work on any of our issues.

19          Q.     Did Mr. Adler ever correspond with the  
20       defendants that you had later sued?

21          A.     He corresponded with all of the  
22       defendants that we later sued, with the  
23       exception of I believe Fair Isaac, which was the  
24       credit scoring piece. And I believe that Adler  
25       did not correspond directly with TrueLink. I

1 think he was talking or communicating with  
2 TransUnion and Experian and Equifax. And the  
3 same thing would hold true with like Equifax  
4 with EIS versus ECS, or Experian which is now  
5 consumerinfo.com.

6 Q. Uh-huh. Were you satisfied with  
7 Mr. Adler's services?

8 A. Well, at the time, yes, I sure was.

9 Q. Are you satisfied today?

10 A. I'm satisfied with the services that he  
11 has provided, the services that he was  
12 contracted to provide.

13 Q. At some point, did you decide that you  
14 were going to start suing companies?

15 A. I'm sorry?

16 Q. Well, did there come a point in time  
17 when you decided that you were going to start  
18 suing companies?

19 A. Yeah, that would be late 2003.

20 Q. Okay. And why did you decide to sue  
21 companies at that point?

22 A. Because we had no other choice. There  
23 was no way we were going to get our lives back  
24 unless we started suing people because nobody  
25 was listening.

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1           When you write repeated letters and you  
2           make repeated phone calls, and then your lawyer  
3           makes repeated letters -- writes repeated  
4           letters, makes repeated phone calls, and then a  
5           second sets of lawyers starts making and writing  
6           letters and making repeated phone calls and  
7           nobody wants to fix your problem and your life  
8           is being adversely impacted, you get to the  
9           point where you are backed in the corner and you  
10          are left with no alternative but to avail  
11          yourself of the system of government we have  
12          here in the United States.

13           Q.    So, in late 2003, what was your  
14           complaint with TransUnion that lead you to sue  
15           them?

16           A.    Well, because at that point in time I  
17           believed that the product that we had purchased  
18           was being produced by TransUnion.

19           Q.    And what product is that, ma'am?

20           A.    That would be the True Credit product.

21           Q.    Well, is that the credit monitoring  
22           product?

23           A.    Yes, True Credit is the credit  
24           monitoring product brought to you by TransUnion.

25           Q.    Did you have complaints about any other

1 under California statute or Delaware statute or  
2 Kansas statute, have you?

3 A. No, we don't have that kind of  
4 conversation. But I'm sure my lawyer has called  
5 me up and said these are your available options,  
6 you know, we would recommend that you pursue  
7 this option. So, then I either agree or I don't  
8 agree or we agree or we don't agree and then we  
9 go forward.

10 Q. Are you aware that there is a provision  
11 in the contract between TrueLink and your  
12 husband that says what law governs any claims  
13 that might arise from that contract?

14 A. Yes, I am aware of that now, yeah.

15 Q. Okay. When did you first become aware  
16 of that?

17 A. I think it was after that -- we were  
18 putting a lawsuit together that that, you know,  
19 it's in the fine print. I mean, that agreement  
20 is how many paragraphs long, I think, you know,  
21 20, 30, I don't know.

22 Q. Did you ever read that agreement?

23 A. Yeah, I skimmed it.

24 Q. Okay.

25 A. I mean, do you read every single

1 agreement that you get for every single piece of  
2 software you ever install from top to bottom?

3 Q. I don't generally answer questions in a  
4 deposition, but I'll tell you no. I don't. But  
5 you know what, if I'm going to sue somebody on a  
6 class-wide basis for it, yeah, I'm going to read  
7 it.

8 MS. YEAGER: I'm going to object  
9 to the --

10 Q. (BY MR. O'NEIL) Are you seeking any  
11 money for you and your husband as part of this  
12 settlement?

13 A. Well, I believe there would be  
14 statutory relief under the Kansas Consumer  
15 Protect Act, and I believe there would be the  
16 matter of the contract breach and the fees paid  
17 on behalf for the product that is the subject of  
18 the breach.

19 Q. So, you want the money back that you  
20 paid for the products that you're not satisfied  
21 with; is that right?

22 A. Yes.

23 Q. Do you want all the money back?

24 A. Well, yeah. For the class, yes, of  
25 course.

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1 that that information was still not presenting  
2 in the product. The fact that we had had false  
3 alert triggers on and off throughout 2005, I  
4 believe was the year that those were occurring  
5 in. That it serves no purpose, so I just  
6 discontinued it.

7 Q. Prior to November of 2006, you  
8 discontinued it?

9 A. No. I didn't renew -- the last charge  
10 was in November of 2006, and I've not placed a  
11 new credit card in there.

12 Q. Was November 2006 when you came to the  
13 conclusion that there was no purpose for  
14 purchasing the credit monitoring service?

15 A. No. It was when I made the conscious  
16 decision to go in there and end it. TrueLink's  
17 monitoring service is a negative opt-in. You  
18 must specifically opt out or the subscription  
19 continues automatically through no interference  
20 or whatever of your own.

21 Q. Did you ever cancel it affirmatively?

22 A. What do you mean affirmatively?

23 Q. Meaning what you just said, that you  
24 called TrueLink and said cancel it?

25 A. I already answered that, and I said no.

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1 I allowed the subscription to lapse by not  
2 giving them a new credit card number with the  
3 correct expiration date.

4 Q. Because you told the "New York Times"  
5 reporter that there was some value to credit  
6 monitoring, right?

7 A. I told the "New York Times" reporter  
8 that it was the best tool available, but it was  
9 not as advertised.

10 Q. Right. And that you had continued to  
11 purchase the product, right?

12 A. Well, you still have to be able to look  
13 at your credit report, sir.

14 Q. Okay. So, when you had the  
15 conversation with the reporter for the "New York  
16 Times", you still thought that there was value  
17 in the credit monitoring service, right?

18 A. Not the monitoring service. There is  
19 value in having access to your credit report on  
20 an ongoing basis, especially when you already  
21 know you're a victim of identity theft.  
22 However, it is not complete identity theft  
23 protection as is advertised.

24 Q. Is that what TrueLink advertises?

25 A. I believe that's what was on their

**EXHIBIT A**  
**PAGES 90-91 REDACTED**

1 Q. You didn't send it, right?

2 A. No, I did not.

3 Q. Okay. And you never called TrueLink  
4 and said I was expecting to see accounts  
5 relating to Mr. Perez on my husband's credit  
6 file and I didn't see it? You never made that  
7 call to TrueLink, did you?

8 A. No, I didn't.

9 Q. Did you -- strike that.

10 I'm going to show you an exhibit,  
11 Mrs. Millett.

12 (M. Millett Exhibit 9 was marked  
13 for identification by the reporter.)

14 Q. (BY MR. O'NEIL) Mrs. Millett, I'm  
15 showing you what's been marked Exhibit No. 9,  
16 which I -- which I'll represent to you is the  
17 complaint that was filed in the district -- in  
18 the federal court in the District of Kansas on  
19 behalf of you and your husband suing the seven  
20 companies that you identified previously.

21 A. Yes.

22 Q. And you saw this before it was filed,  
23 right?

24 A. Oh, yes.

25 Q. And you made sure that it was accurate,

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**EXHIBIT A**  
**PAGES 121-122 REDACTED**

1 A. No.

2 Q. Oh, okay.

3 A. The information was somewhat helpful,  
4 but, you know, I don't -- you're trying to  
5 characterize it as, you know, TransUnion is  
6 being altruistically helpful, and they're just  
7 giving this information to me of their own free  
8 will, and I don't see it that way.

9 Q. I don't think that's what I asked you,  
10 but. Let me make sure I understand. The  
11 information was helpful in investigating  
12 Mr. Perez's misuse of your Social Security  
13 number; isn't that correct?

14 A. Yes, the information was somewhat  
15 helpful, yes.

16 Q. And TransUnion didn't charge you  
17 anything for that information; isn't that  
18 correct?

19 A. TransUnion didn't charge me anything  
20 for the information?

21 Q. Right.

22 A. No, TransUnion did not charge me  
23 anything to send that letter, but it cost me  
24 money.

25 Q. The letter cost you money?

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**EXHIBIT A**  
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**EXHIBIT A**  
**PAGES 144-147 REDACTED**



**EXHIBIT A**  
**PAGES 149-150 REDACTED**

**EXHIBIT A**  
**PAGE 154 REDACTED**

1 for any denial of credit that you or your  
2 husband may have suffered?

3 A. Well, to the extent that I guess  
4 TrueLink is not a credit reporting agency, how  
5 could they be responsible for a denial of  
6 credit? I don't understand that.

7 Q. So the answer is no, right?

8 A. Well, the answer is no, but I don't  
9 agree with that premise necessarily.

10 Q. What premise? Was there a premise in  
11 my question?

12 A. No. There's a premise in your  
13 contract. TrueLink asserts in its contract that  
14 it's not a credit reporting agency, and that  
15 their documents do not -- their reports do not  
16 have to be Fair Credit Reporting Act compliant  
17 because they're not a credit reporting agency.

18 Q. Well, the issue, Mrs. Millett isn't  
19 whether or not they're a credit reporting  
20 agency, the issues is -- to your knowledge,  
21 TrueLink has never disclosed information  
22 regarding your husband to anybody other than you  
23 and your husband, right?

24 A. Well, I don't know who TrueLink sells  
25 data to. So, I couldn't answer that question.

**EXHIBIT A**  
**PAGE 157 REDACTED**

**EXHIBIT A**  
**PAGES 173-175 REDACTED**

1           A.     What do you mean? I mean, if I had the  
2     -- any notes that I have, have already been  
3     produced.

4           Q.     Well, we don't have any -- we haven't  
5     seen any notes of any conversations you had with  
6     people from TrueLink. So, would that suggest to  
7     you that there are no such notes?

8           A.     That would be probably a fairly  
9     accurate assumption.

10          Q.     Okay. Why did you decide to buy  
11     products from TrueLink on behalf of your husband  
12     in August of 2003?

13          A.     Because at that time we were only  
14     monitoring one bureau.

15          Q.     And that was Equifax, right?

16          A.     That was Equifax.

17          Q.     So you wanted to monitor Mr. Millett's  
18     file at TransUnion?

19          A.     Yes, and Experian.

20          Q.     Okay. And what were you, specifically,  
21     were you hoping to learn of as part of buying  
22     that service?

23          A.     Any future activity that would occur  
24     with Mr. Millett's Social Security number, or  
25     any of the fraudulent accounts, or any

1 more than just tell you how much you owed,  
2 right? I mean, for example, the very first page  
3 of Exhibit 15. That doesn't tell you how much  
4 you're going to have to pay, does it?

5 A. 10.95 per quarter.

6 Q. Okay. Did you read the text on the  
7 first page of Exhibit 15 prior to deciding to  
8 purchase the product?

9 A. Yes.

10 Q. Did you read all of it?

11 A. I read a lot of this, yes.

12 Q. Directing your attention to the very  
13 first page, did you read all of the text on that  
14 first page before you decided to buy the  
15 product?

16 A. Well, like I probably didn't read this  
17 little box down here where it says "example  
18 credit trending." I mean, you know, I read the  
19 basic text that's on the page.

20 Q. Well, on the right-hand side of the  
21 page, it tells you what you're going to get as  
22 part of the product, right?

23 A. Yes.

24 Q. Did you read that part?

25 A. Oh, yeah.

1 Q. Oh okay. And then on the far right of  
2 each of those four categories, it says, says  
3 "learn M" but I'll represent to you it says  
4 "learn more." Okay?

5 A. It probably was cut off because this is  
6 one of those elongated pages that --

7 Q. Sure.

8 A. -- didn't want to print right.

9 Q. Do you recall, did you click on these  
10 "learn more" links to learn more about the  
11 characteristics of the product that you were  
12 about to buy?

13 A. I probably read all of this and then  
14 read -- clicked the "yes keep me informed"  
15 button.

16 Q. So, then is it your testimony that you  
17 did not click on the "learn more" links  
18 associated with each of the four categories of  
19 information?

20 A. No, that's not what I'm representing to  
21 you.

22 Q. Okay. That's my question, that's  
23 why --

24 A. I can't say that before I signed up for  
25 the product I clicked the "learn more" buttons,



1 because I may not have. But I may have done so  
2 at a later date.

3 Q. Okay.

4 A. And so I may have a copy in here of the  
5 "learn more" and I may have actually read those  
6 pages.

7 Q. All right.

8 A. But I can't recall in what order I  
9 might have viewed that information, only that  
10 I've probably viewed every page that's out there  
11 on the TU site at some point in time or other  
12 now.

13 Q. The TU site?

14 A. The TU, TrueLink, whoever it is now.

15 Q. Okay. Well, I think it's important  
16 that we understand what site we're talking  
17 about, wouldn't you agree?

18 A. Well, as I sit here, it still says  
19 "TransUnion" at the top.

20 Q. Okay. Let me go back to the question I  
21 asked some time ago.

22 A. Okay.

23 Q. Do you know if you ever clicked on the  
24 "learn more" hyperlinks which is reflected on  
25 the first page of Exhibit 15?

1 A. I couldn't answer that one way or the  
2 other.

3 Q. Okay. Because you don't know, right?

4 A. I don't know for sure, no. I could  
5 have and I also could not have.

6 Q. The top of the page says "Knowledge,  
7 protection, convenience." Do you see that,  
8 ma'am?

9 A. Yes.

10 Q. Says, "Knowledge, quarterly access to  
11 your credit report with the analytical tools,"  
12 right?

13 A. Yes.

14 Q. Okay. Did you read that?

15 MS. YEAGER: I'm so to interrupt.  
16 What page are we on?

17 MR. O'NEIL: First page.

18 THE WITNESS: We're on the first  
19 page.

20 A. Yes, I read that.

21 Q. (BY MR. O'NEIL) Okay. And then going  
22 down in the right-hand side, it describes your  
23 weekly fraud watch e-mails. I mean, that was  
24 the main thing that you were getting as part of  
25 the credit monitoring service, right?

**EXHIBIT A**  
**PAGES 243-245 REDACTED**

1 the letter.

2 Q. According to you, according to your  
3 testimony this morning, they only did it after  
4 your lawyer threatened litigation. Do you  
5 recall that testimony?

6 A. That is correct.

7 Q. Okay. So, you thought that even though  
8 you weren't threatening TrueLink with litigation  
9 on August 6, 2003, and everything that you knew  
10 -- and I'm not going to go through it now  
11 because our record's pretty clear about what you  
12 knew and what your dealings were with TransUnion  
13 prior to August 6, 2003, the record is what it  
14 is -- are you telling me that on August 6, 2003,  
15 you honestly believed that TrueLink was going to  
16 give you information that TransUnion wouldn't?  
17 Is that your testimony?

18 A. It is my -- yes, it is my testimony.  
19 It's my testimony that they were going to give  
20 me information relating to my husband's Social  
21 Security number, yes, it is. Because they're  
22 advertising complete identity theft protection.

23 Q. I'm going to answer -- ask the question  
24 again. Is it your testimony that on August 6,  
25 2003, you thought you can get information from

1 TransUnion through TrueLink that TransUnion  
2 itself wouldn't give you?

3 A. Yes, that's correct.

4 Q. And the reason why you thought that,  
5 ma'am?

6 A. Because their marketing material  
7 advertises complete identity theft protection,  
8 so I thought that they would be getting  
9 information relating to protecting someone from  
10 identity theft and the fraudulent use of Social  
11 Security number in the future from the data  
12 product purchase. That's what I thought, yes.

13 Q. Even though it says the weekly e-mail  
14 alerts would only alert you to changes in  
15 Mr. Millett's report?

16 MS. YEAGER: Objection.  
17 Foundation.

18 A. I'm sorry?

19 Q. (BY MR. O'NEIL) You thought that even  
20 though you were expressly advised that the  
21 weekly fraud watch e-mails would only alert you  
22 to changes in Mr. Millett's report? You thought  
23 that?

24 A. Well, we've already -- yes, I still  
25 thought that.

1 A. I thought this was it.

2 Q. Okay. That's your understanding?

3 A. I thought this was it.

4 Q. Okay. Do you recall having to click "I  
5 agree" to a contract before you could get the  
6 services from TrueLink? I'll tell you it's not  
7 in there, so you can look all you want.

8 A. No, I'm looking for the part in the  
9 paragraph where it says you have to click "I  
10 agree".

11 Q. It's -- what I'm telling you, ma'am,  
12 it's not in there. You can look all you want,  
13 but it's not in there. That's why I asked you  
14 the question, which is really separate and apart  
15 from what you're looking at. As you sit here  
16 today, do you recall reading the credit  
17 monitoring membership agreement on the  
18 TransUnion website when you were establishing  
19 the account on behalf of your husband?

20 MS. YEAGER: Objection.  
21 Foundation.

22 A. Well, I read parts of it, because there  
23 is it is right there.

24 Q. (BY MR. O'NEIL) Okay. Do you remember  
25 this morning joking about how it's got 20

1 paragraphs and it's so long and who reads that  
2 stuff? Do you remember that?

3 A. Yes.

4 Q. Okay. What's your recollection? Did  
5 you read the first sentence? Did you read none  
6 of it? Did you skim it? I think you said you  
7 skimmed it this morning?

8 A. Yep.

9 Q. Okay. Do you recall when you skimmed  
10 the membership agreement in August of 2003, did  
11 it have any reference to the fraud resolution  
12 services?

13 A. Yes.

14 Q. You do recall that?

15 A. I do recall some of it.

16 Q. Okay.

17 A. Yeah.

18 Q. And did it tell you that they'd be  
19 presented by Promise Mark?

20 A. Well, the advertisement on the page  
21 represented that, so I don't know that I  
22 remember that the agreement specifically says  
23 that, but it is part of my recollection.

24 Q. Were you acting as an agent for your  
25 husband when you clicked "I agree" to the credit

**EXHIBIT A**  
**PAGE 259 REDACTED**



**EXHIBIT A**  
**PAGE 261 REDACTED**

**EXHIBIT A**  
**PAGE 266 REDACTED**

1 the best tool available at this time."

2 A. And what's the rest of sentence?

3 Q. "It is not ideal, it is broken and it  
4 is not as advertised." Is that an accurate  
5 statement?

6 A. That's the statement, yes.

7 Q. Okay. So, it's still valuable enough  
8 for you to continue using it and continue buying  
9 it; isn't that correct?

10 A. Well, I'm not buying it anymore, am I?

11 Q. Well, you did for years and years and  
12 years after you claimed that it didn't work?

13 A. And I don't deny that.

14 Q. Okay. And the only reason why you're  
15 not buying it today is because your credit card  
16 changed and you didn't give the company a new  
17 credit card?

18 MS. YEAGER: Objection.

19 Misstates --

20 Q. (BY MR. O'NEIL) Isn't that right?

21 MS. YEAGER: -- the testimony.

22 A. No. I just -- I elected not to go in  
23 there and put in a new credit card when it  
24 arrived. So, to that extent that's why it's no  
25 longer going on.

1 Q. Did your lawyers change the text of the  
2 answers that you provided to them before they  
3 finalized it and sent it to counsel for  
4 TrueLink?

5 A. I believe they went back and forth  
6 several times.

7 Q. Between you and the lawyers?

8 A. Uh-huh.

9 Q. Okay. So they made some changes and  
10 you made some changes, is that how it worked?

11 A. Yeah.

12 Q. Okay. Now, there's several places --  
13 well, let's just -- response to Interrogatory  
14 No. 6, and I apologize these pages are not  
15 numbered, but if you look at Interrogatory No.  
16 6.

17 A. Uh-huh.

18 Q. The interrogatories there describe in  
19 detail all instances in which plaintiff has  
20 purchased credit report, etc. Do you see that,  
21 ma'am?

22 A. Yeah.

23 Q. And then the answer -- and then there's  
24 a lot of objections, but the real answer comes  
25 in the next page. It says here, "We knew that

**EXHIBIT A**  
**PAGE 329 REDACTED**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

STEVEN G. MILLETT,

MELODY J. MILLETT,

On Behalf of themselves

And all others similarly situated,

Plaintiffs,

vs.

No. 05-599-SLR

TRUELINK, INC.,

A Trans Union Company,

Defendant.

VOLUME II

CONTINUED DEPOSITION OF MELODY J.

MILLETT, a Plaintiff, taken on behalf of the  
Defendant before Nissa M. Sharp, CSR, CCR #528,  
pursuant to Notice on the 13th of July, 2007, at  
the offices of CLOON LAW FIRM, One Hallbrook  
Place, 11150 Overbrook Road, Suite 350, Leawood,  
Kansas.

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## APPEARANCES

Appearing for the Plaintiffs was MS. B. JOYCE YEAGER of YEAGER LAW FIRM, LLC, City Center Square, 26th Floor, 1100 Main Street, Kansas City, Missouri 64105.

Also appearing for the Plaintiffs was MR. BRYSON R. CLOON of CLOON LAW FIRM, One Hallbrook Place, 11150 Overbrook Road, Suite 350, Leawood, Kansas 66211.

Appearing for the Defendant were MR. MICHAEL O'NEIL and MS. HEATHER SCHUMAN of DLA PIPER US, LLP, 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601-1293.

Also present was Lisa Hargis of MCR VIDEO.

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MELODY J. MILLETT

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1 Q. And this is the report that you  
2 referred to earlier and that was referenced in  
3 Exhibit 25, right?

4 A. Right.

5 Q. Okay. And you've read this, haven't  
6 you?

7 A. Yeah, uh-huh.

8 Q. And --

9 A. I'm fairly familiar with this, yes.

10 Q. Okay, let me turn your attention to  
11 Page 5.

12 A. Uh-huh.

13 Q. And here the Identity Theft Resource  
14 Center is identifying three main forms of  
15 identity theft, right?

16 A. Yes.

17 Q. And you've seen this before, haven't  
18 you?

19 A. Uh-huh.

20 Q. Okay. And your husband didn't suffer  
21 any of these forms of identity theft, did he?

22 A. Actually, that would be the financial  
23 identity theft paragraph where it says, "theft  
24 involves impostor's use of personal identifying  
25 information, primarily the Social Security



1 number."

2 Q. Okay. So, of the three forms of  
3 identity theft that the Identity Theft Resource  
4 Center has identified, you believe that  
5 Mr. Millett suffered the first form?

6 A. He would be included in the first form,  
7 yes.

8 Q. Okay. Well, let's read the whole  
9 sentence that you quoted from. It says,  
10 "Financial identity theft involves the  
11 impostor's use of personal identifying  
12 information, primarily the Social Security  
13 number, to establish new credit lines in the  
14 name of the victim." Do you see that?

15 A. Uh-huh. Right.

16 Q. I mean, Mr. Abundio, or whatever his  
17 name is, never established credit lines in the  
18 name Steven Millett, did he?

19 A. No, he did not.

20 Q. Okay. I think we --

21 MR. O'NEIL: How much time do we  
22 have left on the tape?

23 VIDEOGRAPHER: Four.

24 MR. O'NEIL: Four, okay, well,  
25 let's keep going then.

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1 Q. (BY MR. O'NEIL) Let me direct your  
2 attention to Page 11, Mrs. Millett.

3 A. Yes.

4 Q. And there is a heading "Financial  
5 Identity Theft," which is the type of identity  
6 theft that you believe your husband suffered,  
7 right?

8 A. Well, no, I don't believe my husband  
9 suffered. In 2003, Social Security number fraud  
10 and true name fraud were all aggregated under  
11 the same type of identity theft. The types of  
12 identity theft have been evolving since this  
13 original survey was done in 2003, so.

14 Q. So, Social Security number identity  
15 theft did not exist in 2003?

16 A. Well, it didn't exist as a separate  
17 category.

18 Q. Oh. Has the Identity Theft Resource  
19 Center now issued something that says there's  
20 another type of identity theft called "Social  
21 Security number identity theft"?

22 A. The people, the people who control the  
23 definitions of identity theft are the FTC, the  
24 Federal Trade Commission.

25 Q. Okay.

1                   You testified earlier that you recall  
2                   in August of 2003 you thought TrueLink was  
3                   promising your husband complete identity theft  
4                   approximately. Do you recall that testimony?

5                   A.     Yes.

6                   Q.     Okay. So, in August of 2003, did you  
7                   believe that TrueLink could prevent somebody  
8                   from using your husband's Social Security number  
9                   on an employment application?

10                  A.     If true -- if TransUnion was contacted  
11                  for the background check, then, yeah, that  
12                  should be the case.

13                  Q.     Okay. So, you recognize that it  
14                  wouldn't provide complete identity theft  
15                  protection under all circumstances?

16                  A.     Well, only as it would relate to  
17                  TransUnion's data.

18                  Q.     So, if Mr. Abundio Perez used your  
19                  husband's Social Security number on a job  
20                  application, but the employer never sought data  
21                  from TransUnion, that would still be identity  
22                  theft, right?

23                  A.     Oh, yes, it would still be identity  
24                  theft.

25                  Q.     Okay. But you never thought that

1 TrueLink would prevent that type of identity  
2 theft, right?

3 A. I'm sorry?

4 Q. You never thought that -- and, well,  
5 no, in August of 2003, you didn't think that  
6 that type of identity theft would be prevented  
7 by buying credit monitoring from True Credit,  
8 right?

9 A. Only to the extent that the background  
10 check used for the employment was pulled from  
11 one of your subsidiaries, yeah.

12 Q. Okay. Well, I'll go back to my  
13 original question because that was my  
14 hypothetical.

15 A. Uh-huh.

16 Q. Mr. Perez uses your husband's Social  
17 Security number on an employment application but  
18 the employer never contacts TransUnion. You  
19 never thought that your husband would be  
20 protected by that type of identity theft by  
21 buying credit monitoring, right?

22 A. No, and no reasonable person would.

23 Q. Because you have to read those types of  
24 things reasonably, right?

25 A. Yes.

1 Q. I'm sorry?

2 A. I said it's got the Experian exhibit  
3 number on the corner.

4 Q. Yeah. Is this a printout from a blog?

5 A. No, this is a printout from a forum.

6 Q. I thought you said Fight Back was a  
7 blog?

8 A. She has a blog page, but this is the  
9 forums.

10 Q. Got it. So, it's a printout from a  
11 forum on a blog?

12 A. Right.

13 Q. The first posting, is that by someone  
14 who goes by the name "creditmonitoringsucks"?

15 A. Yes.

16 Q. Okay, is that you?

17 A. Yes.

18 Q. Okay. And so the verbiage on -- wow --  
19 so, all of the verbiage on this forum is all  
20 written by you; is that right? On this exhibit  
21 at least.

22 A. On this posting, yes. This is an  
23 individual single posting. Notice it says "Post  
24 No. 1."

25 Q. So what does that mean?

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1           A.     That's the first posting in the thread.  
2     Somebody else could come in behind me and make  
3     additional postings. And as I testified in the  
4     Experian case, there was one thread that they  
5     produced where other people were responding and  
6     they -- I had to tell them that that was not me  
7     because that was additional posters.

8           Q.     Lawyers don't know this stuff.

9           A.     Right, I understand that and I'm a  
10    technical person, so I'm just explaining it. So  
11    this is Post No. 1.

12          Q.     You do better with the appellate  
13    process than I do with postings, so I guess you  
14    got me there. And so this is the first posting  
15    that people can respond to. However, you also  
16    responded to other people's postings, right?

17          A.     Some, but not much. Mostly I posted  
18    stuff for people to --

19          Q.     Uh-huh.

20          A.     -- have as reference material.

21          Q.     Now, on the first page, you identify  
22    two types of identity theft, right?

23          A.     Yes.

24          Q.     Okay. And those are the only two types  
25    of identity theft that you discuss, right?

1 A. At that time, yes.

2 Q. Okay.

3 A. Uh-huh.

4 Q. And then you define "true name fraud."

5 A. Uh-huh.

6 Q. And then you refer to something called  
7 "SSN only fraud"?

8 A. Correct.

9 Q. And it said, you say, "They say it is  
10 the fastest growing." Who's "they"?

11 A. Well, I mean, like for example, the FTC  
12 had sent out a -- when this was posted, there  
13 was some kind of like news article or something  
14 where they were talking about SSN fraud as being  
15 the fastest form of identity theft. So, it's  
16 topical at that time period.

17 Q. So, your recollection is that the FTC  
18 identified SSN only fraud as the fastest growing  
19 type of --

20 A. It was a news article. I don't  
21 recall --

22 Q. Okay.

23 A. -- if it was the FTC or what entity is  
24 the one that said it, but I think it was  
25 somebody in the government because they're the

1 Q. Okay. So, in August of 2003, you  
2 didn't understand that there were different  
3 types of identity theft; is that right?

4 A. Identity, I mean, to me identity theft  
5 was identity theft. I mean, we knew that our  
6 identity theft involved the use of my husband's  
7 Social Security number. But, for example, I  
8 didn't know about synthetic identity fraud, I  
9 didn't know about mortgage fraud with the FHA.

10 I mean, there's so many different forms  
11 of identity theft now that are out there that at  
12 that point in time I wasn't necessarily aware of  
13 all of them.

14 Q. But my question was, were you aware  
15 that there was more than -- there were types of  
16 identity theft?

17 A. Yeah, there were types of identity  
18 theft and I knew that in August of 2003.

19 Q. Okay. And did you think that the  
20 credit monitoring product that you purchased  
21 from TrueLink would protect you and your husband  
22 against all those types of identity theft?

23 A. Well, it was advertising complete  
24 identity theft protection.

25 Q. Ma'am, can I just please have you



1 answer my question? Rather than tell me  
2 something else. I was asking what you thought.

3 A. Yes.

4 Q. Okay. So, just so the record's clear,  
5 you thought in August of 2003 -- you were aware  
6 that there were different types of identity  
7 theft and you thought that the product that you  
8 purchased on behalf of your husband would  
9 protect against all of it?

10 A. All of the ones that I knew about at  
11 that point.

12 Q. Okay. Page 2 of Exhibit 37,  
13 Mrs. Millett.

14 A. Uh-huh.

15 Q. Like the third paragraph down, there's  
16 a paragraph that begins, "I know they exist, I  
17 have personally seen them," do you see that?

18 A. Yep.

19 Q. Says, "I have copies of the TransUnion  
20 sub file accounts from TransUnion."

21 A. Yep.

22 Q. What's that in reference to?

23 A. That's a reference to the TU letter.  
24 Has all the sub file accounts on it. The  
25 accounts that are on Abundio Perez's file.

# **EXHIBIT B**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

STEVEN G. MILLETT,

MELODY J. MILLETT,

On Behalf of Themselves and

All Others Similarly Situated,

Plaintiffs,

vs.

C.A. No. 05-599-SLR

TRUELINK, INC.,

Class Action

a Trans Union Company,

Jury Trial Demanded

Defendant.

VIDEOTAPED DEPOSITION OF STEVEN G.

MILLETT, a Plaintiff, taken on behalf of the  
Defendant before Nissa M. Sharp, CSR, CCR #528,  
pursuant to Notice on the 30th of March, 2007,  
at the offices of THE CLOON LAW FIRM, 11350  
Tomahawk Creek Parkway, Suite 100, Leawood,  
Kansas.

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APPEARANCES

Appearing for the Plaintiffs was  
MR. BRYSON R. CLOON of THE CLOON LAW FIRM, 11150  
Overbrook Road, Suite 350, Leawood, Kansas  
66211.

Also appearing for the Plaintiffs was  
MR. BARRY R. GRISSOM, 7270 West 98th Terrace,  
Building 7, Suite 220, Overland Park, Kansas  
66212.

Appearing for the Defendant was  
MR. MICHAEL O'NEIL of DLA PIPER US, LLP, 203  
North LaSalle Street, Suite 1900, Chicago,  
Illinois 60601-1293.

Also present was Heather Schuman of DLA  
Piper.

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STEVEN G. MILLETT

Examination by Mr. O'Neil

4

1           A.    I think I should be reimbursed my  
2 money, and everybody who bought the product get  
3 their money back, Kansas Protection Act and  
4 injunctive relief and my lawyers' fees paid.

5           Q.    How much in lawyers' fees have you  
6 paid?

7                       MR. CLOON: I'm going to object  
8 to the form of the question. Lacks foundation.  
9 Calls for speculation. He has not idea what  
10 hours we spent in this case.

11          Q.    (BY MR. O'NEIL) You can answer.

12          A.    I don't know.

13          Q.    Have you paid any money to your  
14 lawyers?

15          A.    Yes.

16          Q.    How much?

17          A.    I've paid -- including my first lawyer?  
18 Adler?

19          Q.    Are you seeking his fees in this case?

20          A.    Well, I've spent \$12,000 on lawyer  
21 fees.

22          Q.    Are all those \$12,000 in connection  
23 with the lawsuit that you brought against Trans  
24 Union?

25          A.    I'm not understanding the question.

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1 Q. Well, I'm asking you -- I've asked you  
2 what do you want the Court to do, and you said  
3 one of them is to pay your lawyers' fees, right?

4 A. Right.

5 Q. I'm asking what lawyers' fees do you  
6 want them to pay? You said \$12,000, does that  
7 include money spent for suing other people?

8 A. I don't know.

9 Q. Okay.

10 A. Whatever they're asking, I guess.

11 Q. I'm sorry?

12 A. Whatever they're asking.

13 Q. Who's asking?

14 A. What -- I don't know what my lawyer  
15 fees are.

16 Q. Okay. You also mentioned something  
17 called injunctive relief? What's that?

18 A. Well, you're marketing is deceptive,  
19 like disclaimers, and they're saying exactly  
20 what this product does and does not do.

21 Q. So what do you want the Court to do?

22 A. Change you guy's marketing.

23 Q. Okay. Have you ever seen the marketing  
24 our guy's marketing?

25 A. I think when she first bought it, yeah.

1 I saw it online.

2 Q. So, when your wife first bought the  
3 Trans Union credit monitoring product --

4 MR. CLOON: I'm going to object  
5 to the form of the question. That misstates the  
6 evidence. You've maintained that it's not Trans  
7 Union's product, it's Truelink's product.

8 MR. O'NEIL: I haven't maintained  
9 anything. I'm just asking the question.

10 MR. CLOON: Well, that's what the  
11 pleadings state.

12 MR. O'NEIL: You know what, I  
13 would rather -- if you're going to try to remind  
14 your client of what the facts are, let's take a  
15 break and you can do it there. Let's not do it  
16 here on the record. I'm just --

17 MR. CLOON: Mike, I objected to  
18 the form of the question because it misstated  
19 the evidence.

20 MR. O'NEIL: Well, actually, I  
21 didn't even get my question out before you  
22 started objecting. I'll withdraw it.

23 MR. CLOON: Because you used the  
24 term "Trans Union". You said "Trans Union's  
25 product", and you've maintained in the pleadings

1       that it's not Trans Union's product, it's  
2       Truelink's product. Am I mistaken about that?

3                   MR. O'NEIL: I'm asking your  
4       client about his knowledge. He told me it was a  
5       Trans Union product.

6                   MR. CLOON: But you've misled him  
7       by saying it is a Trans Union product. He's  
8       stated on the record that he's got them all  
9       confused. He thinks Trans Union is a part of  
10      Truelink.

11                  MR. O'NEIL: Okay. I'll withdraw  
12      the question, you know what, because it's a  
13      waste of time.

14                  Q.     (BY MR. O'NEIL) At some point in time,  
15      your wife went online and bought a credit  
16      monitoring product from either Trans Union or  
17      Truelink, right?

18                  A.     Correct.

19                  Q.     Okay. At that time, did you actually  
20      see the website pages she was looking at?

21                  A.     Yeah, I think it said protect me from  
22      identity theft.

23                  Q.     Uh-huh. What else did it say?

24                  A.     I can't recall.

25                  Q.     Okay.



1 A. I mean, that's the gist of it.

2 Q. And so when you and your wife read  
3 that, did you think, great, this product will  
4 protect us from identity theft?

5 A. Yes, sir.

6 Q. Okay. Of course, you were already a  
7 victim office identify theft, that's your  
8 position, right?

9 A. Yes, sir.

10 Q. Okay. Has anybody else stolen your  
11 identity since Mr. Perez did?

12 A. As far as I know, no.

13 Q. And, to your knowledge, has Mr. Perez  
14 opened up any other accounts since you first  
15 bought the product from Trans Union or Truelink?

16 A. I can't answer that, I don't know.

17 Q. Okay. So, as you sit here now, you  
18 don't have any evidence that there was any  
19 additional misuse of your Social Security number  
20 after your wife first bought the product?

21 MR. CLOON: I'm going to object  
22 to the form of the question. Lacks foundation.  
23 Calls for speculation.

24 A. Can you repeat the question?

25 Q. (BY MR. O'NEIL) I'll ask the court

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1 reporter to repeat the question for you,  
2 Mr. Millett.

3 (Whereupon, the requested portion  
4 of the record was read by the reporter.)

5 MR. CLOON: Same objection.

6 A. Correct.

7 Q. (BY MR. O'NEIL) Okay. You also  
8 mentioned something about the KCPA. Do you  
9 recall saying that this morning?

10 A. Who?

11 Q. You also mentioned the Kansas Consumer  
12 Protection Act?

13 A. Right. Right.

14 Q. What's that?

15 A. It's a law.

16 Q. Do you know anything more about it?

17 A. Well -- it's the Consumer Protection  
18 Act, that's about all I know.

19 Q. Okay. You also said that you wanted to  
20 have your money returned?

21 A. Right.

22 Q. What money do you want to have returned  
23 to you?

24 A. What we paid for the product.

25 Q. The full amount that you paid for the

1 product you want returned to you?

2 A. Well, it doesn't work, so we want our  
3 money back.

4 Q. Did you ever ask Trans Union or  
5 Truelink for a refund?

6 A. Not me personally, no.

7 Q. Has somebody else?

8 A. Well, my wife has.

9 Q. Really? When did she do that?

10 A. Well, I think she's did that. I  
11 can't --

12 Q. Okay, well, your lawyer a couple times  
13 this morning said calls for speculation, I don't  
14 want you to speculate. I'm asking, do you have  
15 any knowledge that anybody --

16 A. My wife handled that.

17 Q. So you don't have any knowledge then?

18 A. Yes, sir.

19 Q. Okay. So, as far as you know, you've  
20 never asked Trans Union or Truelink for a  
21 refund, right?

22 A. Correct.

23 Q. And at some point in time, you and your  
24 wife decided that this product doesn't -- it  
25 doesn't work, right?

1 wife in your home?

2 A. Right.

3 Q. And are you aware that your wife made  
4 statements about the lawsuits that you filed?

5 A. I'm not aware exactly what she talked  
6 about.

7 Q. That wasn't my question, sir. Are you  
8 aware that your wife made statements about the  
9 lawsuits that you have filed?

10 A. Okay, yes.

11 Q. Are you aware that she made statements  
12 about the products which are the subject of the  
13 lawsuits?

14 A. I'm aware she talked about the  
15 products.

16 Q. Did you ever read that article that  
17 featured your picture of you and your wife in  
18 your home?

19 A. No, I never read it.

20 Q. Okay. So, you're not aware that  
21 Mrs. Millett said, quote, "I still have credit  
22 monitoring because of the simple fact that it is  
23 the best tool available at this time"? You're  
24 not aware she said that?

25 A. No.

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1           A.    I think maybe I saw one.  Everything is  
2 honky-dory.

3           Q.    Do you know how often your wife  
4 received those e-mails?

5           A.    No, I can't answer that, I don't know.

6           Q.    Did you ever ask her, ask your wife, if  
7 she ever got more than one e-mail from Truelink?

8           A.    No.  I don't recall asking her that.

9           Q.    Do you know when you purchased the  
10 credit monitoring service from Truelink?

11          A.    I can't give you exact date.

12          Q.    Can you give me a rough date?

13          A.    I think it was like after the police  
14 report or some time around there.

15          Q.    Okay.

16          A.    In general.

17          Q.    Do you know what year that was?

18          A.    I think it was 2003, I think.

19          Q.    And you told us today that you think  
20 the product that Truelink sold to you doesn't  
21 work, right?

22          A.    Yes, sir.

23          Q.    And could you tell me in what ways the  
24 product doesn't work?

25          A.    Doesn't tell you if somebody's using

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1 your Social Security number.

2 Q. Any other problems that you have with  
3 the product?

4 A. Well, it says it's supposed to protect  
5 me from identity theft, I'm not even sure it  
6 does that.

7 Q. So you don't know? It may, but you  
8 don't know; is that right?

9 A. Yes, sir.

10 Q. Okay. And to your knowledge, you  
11 haven't been the victim of identity theft, other  
12 than this use by Mr. Perez of your Social  
13 Security number, right?

14 A. That's correct.

15 Q. Okay. Any other problems that you have  
16 with the Truelink credit monitoring service?

17 A. I think you should change your  
18 advertising.

19 Q. So, you're not happy with the  
20 advertising, right?

21 A. Correct.

22 Q. Okay. But you haven't seen the  
23 advertising since that very first day in 2003  
24 since you looked at it, right?

25 A. Correct.

1 this misuse of your Social Security number?

2 A. I can't remember.

3 Q. Well, did you do anything yourself to  
4 investigate?

5 A. I think I turned it all over to my  
6 wife.

7 Q. Why did you do that?

8 A. Because she's better at numbers,  
9 remembering.

10 Q. Were you concerned when you discovered  
11 that this gentleman was using your Social  
12 Security number?

13 A. Yes, sir.

14 Q. And what were you concerned about?

15 A. He was just out there buying up the  
16 world.

17 Q. Do you recall that you and your wife  
18 decided you had to look at your credit reports  
19 now that you've learned somebody was using your  
20 Social Security number?

21 A. Right.

22 Q. Okay. And did you do that?

23 A. I think my wife did.

24 Q. Okay. And she got credit reports from  
25 each of the three major credit bureaus, right?

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1 A. Right.

2 Q. Okay. Did you ever look at those  
3 credit reports?

4 A. I, yeah, I -- I don't see anything,  
5 remember anything specific, but I think I looked  
6 at them.

7 Q. And what was your purpose in looking at  
8 those credit reports?

9 A. I was just seeing if there was Abundio  
10 Perez anywhere.

11 Q. Was there?

12 A. No, not that I recall, no.

13 Q. So you got credit reports from Trans  
14 Union, Experian and Equifax, right?

15 A. Right.

16 Q. Okay. And none of those credit reports  
17 had any mention of Mr. Perez, right?

18 A. As far as I know, right.

19 Q. And none of those credit reports had on  
20 them credit accounts that were Mr. Perez's,  
21 right?

22 A. As far as I know, yes.

23 Q. And none of those credit reports  
24 indicated that your credit report had been  
25 accessed by somebody who was considering giving



1 earlier, Mr. Millett, that when your wife first  
2 purchased the credit monitoring product from  
3 Truelink, that you were kind of -- you looked at  
4 some of the marketing that was on the website at  
5 that time? Or maybe I'm wrong. You know --  
6 strike.

7 A. I think --

8 Q. Go ahead.

9 A. Yeah, I think I said that.

10 Q. Okay. So, she, Mrs. Millett, purchased  
11 the product over the internet, right?

12 A. Correct.

13 Q. And did she do it from her computer at  
14 home?

15 A. Right.

16 Q. And were you sitting there with her in  
17 front of the computer at the time?

18 A. I was sitting behind her.

19 Q. Okay. Why was it that you were sitting  
20 with her while she was buying the product?

21 A. Because I was on my computer.

22 Q. Oh, I see. So you were in the same  
23 room, but you were doing stuff on your own  
24 computer?

25 A. Right.

1 Q. I see. So, you weren't really watching  
2 her go through each step of purchasing the  
3 product, were you?

4 A. No.

5 Q. Okay. Were you even looking at what  
6 she was doing at that time?

7 A. Well, I just kind of glanced over there  
8 and read some stuff, and then I walked back to  
9 my computer.

10 Q. What were you reading?

11 A. The -- what your opening statements  
12 were.

13 Q. You mean the statements on the website?

14 A. Well, telling what about what the  
15 product was, yeah.

16 Q. Okay. And why were you interested in  
17 looking at that?

18 A. Just to see what -- if you had any  
19 disclaimers in there what you did and didn't do.

20 Q. So, when you -- when your wife was  
21 purchasing the product for you, you were  
22 particularly interested in --

23 A. Oh, I was just reading the activity  
24 advertisement just seeing what you had in there.

25 Q. Okay. But you and your wife had

1 already purchased credit monitoring products  
2 from other companies, right?

3 A. Right.

4 Q. And so you were familiar with what the  
5 product was, right?

6 A. In general.

7 Q. Okay. And when your wife purchased the  
8 products from the other companies prior to  
9 purchasing it from Truelink, were you sitting  
10 looking at the information on the website during  
11 those earlier purchases?

12 A. I don't think so.

13 Q. Okay. What were you doing on the  
14 computer while your wife was purchasing the  
15 product?

16 A. I think I was playing some video game  
17 or something.

18 Q. Is there a reason why your wife was  
19 purchasing the product instead of you?

20 A. Why she was doing it?

21 Q. Right.

22 A. I just -- I think she was looking at it  
23 and she said it was -- it could help us.

24 Q. And do you recall that she provided her  
25 e-mail address instead of yours?

1 A. You'd have to ask her that.

2 Q. Well, actually, I'm asking about your  
3 knowledge. To your knowledge, has she ever --

4 A. No, I never physically saw her push the  
5 buttons on the phone and called Truelink.

6 Q. Okay. Did she ever tell you that she  
7 called Truelink?

8 A. I don't remember.

9 Q. Even if you hadn't seen her push the  
10 buttons? Did she ever tell you that she called  
11 Truelink?

12 A. She called a lot of people, I don't  
13 remember who all she called.

14 Q. Did she ever tell you that she called  
15 Truelink?

16 A. I don't think she ever said that, no.

17 Q. Did she ever tell you that she was  
18 unhappy with the products that were purchased  
19 from Truelink?

20 A. I don't ever recall her saying that  
21 specifically, no.

22 Q. Did you understand that in order to  
23 purchase the product from Truelink, you had to  
24 agree to the terms of the contract between you  
25 and Truelink?

**EXHIBIT B**  
**PAGE 108 REDACTED**

**EXHIBIT B**  
**PAGE 112 REDACTED**

1 Q. Okay. And do you understand that that  
2 was the basis, one of the bases for the Court in  
3 California dismissing some of the claims you  
4 brought against Experian?

5 A. Okay.

6 Q. Okay. So, go back to my original  
7 question. Are you saying that if you had been  
8 told by Truelink that we're only going to alert  
9 you to changes in your credit report, that you  
10 would not have bought the product?

11 A. I'm saying that if they would have said  
12 what this product does and doesn't do, then, I  
13 mean, we might have bought it and we might not  
14 have bought it. If it was all spelled up  
15 instead of with the broad statement, well, this  
16 is -- we protect you from identify theft.

17 Q. With all due respect, sir, you don't  
18 know what Truelink told you in August of 2003  
19 about their product, isn't that correct, because  
20 you didn't look at it?

21 MR. CLOON: I'm going to object.  
22 That's argumentative.

23 Q. (BY MR. O'NEIL) You can answer.

24 A. Can you ask that question again?

25 Q. With the exception of -- somehow this

1 Q. Meaning three credit bureaus, right?  
2 When you say "three in one", are you referring  
3 to three credit bureaus?

4 A. Right.

5 Q. Okay. I mean, you understand there's a  
6 company called Trans Union?

7 A. Right.

8 Q. And that's a credit bureau? Is that  
9 your understanding?

10 A. Right.

11 Q. Do you have an understanding of the  
12 business of Truelink?

13 A. It's the credit monitoring.

14 Q. What was your understanding back in  
15 August of 2003 of what a credit monitoring  
16 product is?

17 A. It would be checking to see if there  
18 was activity on my credit report.

19 Q. Trans Union identified for you the  
20 credit accounts for which Mr. Perez was using  
21 the Social Security number; isn't that correct?

22 A. Yes.

23 Q. Was there some additional information  
24 you wanted from Trans Union regarding those  
25 accounts?



1 MR. O'NEIL: Sure.

2 VIDEOGRAPHER: We are now going  
3 off the record at 1:46 PM.

4 (Recess.)

5 VIDEOGRAPHER: One moment please.  
6 It is now 1:54 PM and we are back on the record.  
7 You may continue.

8 Q. (BY MR. O'NEIL) Mr. Millett, do you  
9 recall testifying this morning that you believed  
10 you did see one of the e-mails that Truelink  
11 sent to your wife?

12 A. I think so.

13 Q. And I think you said that it indicated  
14 that everything was honky-dory. Do you remember  
15 that?

16 A. Yes, sir.

17 Q. Okay.

18 (Millett Exhibit 7 was marked for  
19 identification by the reporter.)

20 Q. (BY MR. O'NEIL) Let me show you what's  
21 been marked Exhibit No. 7, which I'll represent  
22 to you are some pages that were produced by your  
23 lawyers in this case. And, for the record, it  
24 seems to be an e-mail from True Credit sent on  
25 October 5, 2003. Do you recall, is -- have you

**EXHIBIT B**  
**PAGES 145-148 REDACTED**

1 Q. Did you tell her, you know, Melody, I'm  
2 thinking that maybe this credit monitoring  
3 service only tells me about my credit report and  
4 not Mr. Perez's credit report?

5 MR. CLOON: Object to form.  
6 Leading and suggestive.

7 Q. (BY MR. O'NEIL) You can answer.

8 A. Can you repeat that, sir?

9 Q. Sure, I'll rephrase it. Did you  
10 suggest to your wife that if what you say is  
11 true, you were both mistaken in believing that  
12 the credit monitoring service would alert you to  
13 changes outside of your own credit report?

14 A. I think we were thinking that we'd see  
15 something on my credit report that he's out  
16 there charging stuff, that's what my assumption  
17 was.

18 Q. And you never saw those?

19 A. Right. Correct.

20 Q. So, your assumption was wrong, right?

21 A. Right.

22 Q. And you knew that pretty early on,  
23 didn't you?

24 A. We were just trying to compare  
25 information between the three credit

1 monitorings.

2 Q. And they were all the same, no -- none  
3 of those credit monitoring products by any of  
4 those companies ever told you that Mr. Perez was  
5 using your Social Security number; isn't that  
6 correct?

7 A. Yes.

8 Q. Did you continue to believe, however,  
9 that some day Truelink was going to provide that  
10 information to you?

11 A. Well, they shouldn't -- they shouldn't  
12 advertise that they'd protect me from identity  
13 theft, they just protect with name theft and  
14 credit card.

15 MR. O'NEIL: Could you restate  
16 the question for Mr. Millett? I'll ask you to  
17 answer the question.

18 (Whereupon, the requested portion  
19 of the record was read by the reporter.)

20 A. Through their credit monitoring?

21 Q. (BY MR. O'NEIL) Yes.

22 A. No.

23 Q. You realized you weren't going to get  
24 that information through any credit monitoring  
25 service, right?

1 A. Correct.

2 Q. And you realized that if you or your  
3 wife in fact had actually believed that that was  
4 what these services did, that you were wrong,  
5 right?

6 A. Yes, sir.

7 Q. When you saw that one e-mail that your  
8 wife got from True Credit, did you click on the  
9 link to get the more information that was behind  
10 the e-mail?

11 A. No, sir.

12 Q. Let me go back to your interrogatory  
13 answers, which is Exhibit No. 6, Mr. Millett.  
14 If you could take a look at that. And, again, I  
15 apologize these pages don't seem to be numbered,  
16 but if you can go to the sixth page --

17 A. Just put me in the right spot.

18 Q. Yeah, the sixth page, Mr. Millett.  
19 Actually, I want to ask you to go back one page  
20 to Interrogatory No. 7, on the bottom of the  
21 prior page.

22 A. Okay.

23 Q. Here you are asked if you claim to have  
24 suffered any economic loss as a result of the  
25 conduct of Truelink alleged in the fourth